

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

JOANNA WLODAWER and TREVOR  
NABHOLZ, husband and wife, and the marital  
community composed thereof,

Plaintiffs,

v.

UNITED AIRLINES, INC., a Delaware  
Corporation,

Defendant.

NO: 2:21-cv-1538

PLAINTIFFS' COMPLAINT FOR  
DAMAGES

JURY DEMAND

COME NOW the Plaintiffs, by and through their undersigned attorneys, and allege  
as follows:

**I. THE PARTIES**

1.1 Plaintiffs Joanna Wlodawer and Trevor Nabholz are now, and at all times  
material hereto, have been a married couple under the laws of the State of Washington,  
residing within Snohomish County, Washington.

1.2 At all times material hereto, Defendant United Airlines, Inc. (hereinafter  
"United") was and is a Delaware corporation; headquartered in Illinois; and doing business  
in Washington.

1           1.3     United operates services for the carriage of persons by air from premises  
2 leased or owned by United at Seattle-Tacoma International Airport, in addition to other  
3 airports in Washington State. The majority of United's services in Washington State are  
4 provided at Seattle-Tacoma International Airport.

5           1.4     United's registered agent is in Olympia, Thurston County, Washington.

6                               **II.     JURISDICTION AND VENUE**

7           2.1     Plaintiffs re-allege and incorporate by reference all preceding paragraphs in  
8 this complaint as if fully set forth herein.

9           2.2     Federal Question jurisdiction is proper under 28 U.S.C. §1331. The subject  
10 matter of this claim involves an accident that occurred during international air travel, and  
11 Plaintiffs' cause of action arises from a treaty agreement, namely Convention for the  
12 Unification of Certain Rules Relating to International Carriage by Air, opened for signature  
13 on May 18, 1999, reprinted in S. Treaty Doc. 106-45 at 27 (2000) 1999 WL 33292734  
14 (entered into force November 4, 2003) (treaty), commonly referred to as the Montreal  
15 Convention (hereinafter "Montreal Convention").

16           2.3     The United States District Court for the Western District of Washington has  
17 jurisdiction over United and is a proper venue for this action under Article 33 of the  
18 Montreal Convention because the State of Washington is the principal and permanent place  
19 of residency for Plaintiffs and a place from which United operates services for the carriage  
20 of persons by air from premises leased or owned by United itself or by another carrier with  
21 which it has a commercial agreement.

22           2.4     This Court has personal jurisdiction over United under the Montreal

Convention.

2.5 In the alternative, this Court has jurisdiction over United because United has sufficient minimum contacts with and has purposefully availed itself of the benefits of doing business in this State and District.

2.6 Divisional venue lies in the Seattle Division because the facts giving rise to Montreal Convention jurisdiction over United in this district include United's operation of services for carriage by air from Seattle-Tacoma International Airport, which is located in King County, and where Ms. Wlodower's itinerary originated.

### III. FACTS

3.1 Plaintiffs re-allege and incorporate by reference all preceding paragraphs in this complaint as if fully set forth herein.

3.2 On or about November 11, 2019, Joanna Wlodawer and United entered into a contract for international carriage, as that term is known and defined in Article 1 of the Montreal Convention, providing Ms. Wlodawer with international travel as part of a round trip itinerary.

3.3 The itinerary was for roundtrip travel by air from the State of Washington to Athens Greece.

3.4 The itinerary's initial departure was from Seattle-Tacoma International Airport, with the final return destination being Paine Field Airport in Everett, Washington.

3.5 The return flight was broken into several legs: Athens, Greece to Frankfurt, Germany; then Frankfurt, Germany to San Francisco, California; then finally San Francisco, California to Everett, Washington.

1           3.6     This incident occurred on an international leg of the itinerary from Frankfurt,  
2 Germany to San Francisco, California.

3           3.7     Pursuant to the contract for international carriage (see paragraph 3.2 above),  
4 on or about Tuesday, December 17, 2019, Ms. Wlodawer was a passenger on United Flight  
5 927 from Frankfurt to San Francisco.

6           3.8     On the flight, Ms. Wlodawer was seated in an aisle seat.

7           3.9     During the flight an overhead compartment opened unexpectedly and  
8 without warning.

9           3.10    A large, hardcover piece of luggage unexpectedly and without warning fell  
10 from the open overhead bin and landed on Ms. Wlodawer's head.

11          3.11    Ms. Wlodawer experienced pain and discomfort after this incident.

12          3.12    Ms. Wlodawer's symptoms continued during the remainder of the flight, and  
13 she was seen by paramedics after arriving in San Francisco, missing her connecting flight,  
14 as a result of her injuries.

15                                   **IV.     CAUSE OF ACTION**

16          4.1     Plaintiffs re-allege and incorporate by reference all preceding paragraphs in  
17 this complaint as if fully set forth herein.

18          4.2     At the time of this incident, United was engaged in international carriage as  
19 defined in Article 1 of the Montreal Convention, and the Montreal Convention is therefore  
20 applicable to this action pursuant to that same Article.

21          4.3     Pursuant to Articles 17 and 21 of the Montreal convention, United is strictly  
22 liable for damage sustained in the case of bodily injury to a passenger on board the aircraft

up to 128,821 Special Drawing Rights. United is also liable for damages beyond 128,821 Special Drawing Rights unless United proves that (a) such damage was not due to its negligence, wrongful act, or omission of United or its servants or agents or (b) such damage was due solely to the negligence or other wrongful act or omission of a third party.

4.4 The incidents described above were the direct and proximate result of the negligence of United's employees, contractors, or agents in the operation of their duties on behalf of, for the benefit of, and within the scope of, their employment for United, particularly in selecting, maintaining, monitoring, using, and limiting loads within its overhead bins.

4.5 United is liable for the negligence of its flight attendants under the doctrine of *respondeat superior*, to the extent that the Montreal Convention is not applicable.

4.6 As a result of luggage falling on her head as described above, Ms. Wlodawer suffered injuries and damages as are described below.

## **V. DAMAGES**

5.1 Plaintiffs re-allege and incorporate by reference all preceding paragraphs in this complaint as if fully set forth herein.

5.2 As a direct and proximate result of the incidents described above, and/or the negligent and tortious actions of United, Ms. Wlodawer has suffered in the past, continues to suffer presently, and will suffer in the future, damages which include, but are not limited to, the following: physical pain and suffering; shock; emotional distress; anguish; loss of enjoyment of life; loss of income; expense of medical care, and other medical special damages; and further injuries and damages as will be proven at trial.

1           5.3     As a direct and proximate result of the incidents described above, Plaintiff  
2 Trevor Nabholz suffered, and will continue to suffer, loss of consortium; loss of spousal  
3 services; loss of support to the community occasioned by the destruction of Ms. Wlodawer's  
4 wage earning capacity, and miscellaneous other damages and expenses related to Ms.  
5 Wlodawer's injuries, and such other and further injuries and damages as will be proven at  
6 the time of trial.

7                                   **VI.     JURY DEMAND**

8           6.1     Plaintiffs hereby request a jury trial in this matter.

9                                   **VII.    PRAYER FOR RELIEF**

10           WHEREFORE, Ms. Wlodawer and her husband, Trevor Nabholz, pray for judgment  
11 against United, in amounts to be proven at trial, for damages as outlined above, and as  
12 follows:

13           7.1     For Ms. Wlodawer's general damages for physical pain and suffering; shock;  
14 emotional distress; anguish; loss of enjoyment of life; loss of income; expense of medical  
15 care, and other medical special damages; and further injuries and damages as will be proven  
16 at trial.

17           7.2     For Mr. Nabholz's general damages for loss of consortium and loss of  
18 spousal support.

19           7.3     For all past, present and future special damages, including, but not limited  
20 to, all medical expenses, lost earnings and earning capacity, loss of support to the spousal  
21 community, and all other recoverable special damages as may result from the injuries to  
22 Plaintiffs alleged herein.

1           7.4     For all other general and special damages recoverable under Washington  
2 State law, the Montreal convention, or any other applicable law or treaty.

3           7.5     For pre- and post-judgment interest.

4           7.6     For costs, including reasonable attorneys' fees as allowed by law.

5           7.7     For such other and further relief as the Court may deem just and equitable.

6 DATED this 12<sup>th</sup> day of November 2021.

7  
8 By: /s/ Brian M. Sullivan

9 By: /s/ Cassidy D. Spencer

10 Brian M. Sullivan, WSBA #38066

11 Cassidy D. Spencer, WSBA #50569

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